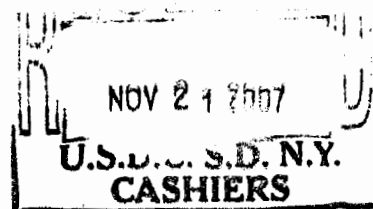


JUDGE CASTEL

07 CV 10518

Martin F. Casey, (MFC-1415)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225
Attorneys For Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
FESTER & CO, GmbH, as subrogee of
Pampa Store, S.A.

07 Civ.

Plaintiff,

COMPLAINT

- against -

LAN AIRLINES, S.A.

Defendant.
-----X

Plaintiff, Fester & Co., GmbH, by its attorneys, Casey & Barnett, LLC, for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.

2. Plaintiff, Fester & Co., GmbH, is the insurer of a certain consignment of Perishable Fresh Green Asparagus owned by Pampa Store, S.A., which was the shipper of said consignment of Asparagus, as more fully described below.

3. Defendant, LAN Airlines, S.A., is a foreign corporation with an office and place of business located at 6500 NW 22nd Avenue, Miami, Florida 33122 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for physical damage to a consignment consisting of 540 Boxes Perishable Green Asparagus, with a weight of 3,150 kilograms, which were delivered to the defendant in good order and condition to be carried from Buenos Aires, Argentina to Los Angeles, California via Santiago, Chile and Mexico City, Mexico pursuant to LAN Airlines air waybill number 045-5328-0581 dated November 15, 2006.

5. The cargo was delivered to LAN Airlines in good order and condition on November 16, 2006 and was due to be delivered to the consignee in Los Angeles on November 17, 2006.

6. The cargo arrived and departed Santiago on November 17, 2006.

7. The cargo then experienced an unexpected and unscheduled two day layover in Mexico City before arriving in Los Angeles at 2123 hours on November 19, 2006.

8. The delay experienced in Mexico City resulted in the evaporation of moisture in the foam pads placed inside the cartons to prevent dehydration which in turn resulted in the dehydration, discoloration and shriveling of the product.

10. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to LAN Airlines within the time set forth in the Convention.

11. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

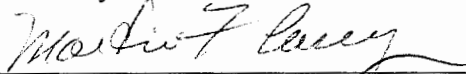
12. By reason of the foregoing, plaintiff has been damaged in the amount of \$16,000 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$16,000.00, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
November 21, 2007
260-52

CASEY & BARNETT, LLC

Attorneys for Plaintiff

By: 
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